

Exhibit A: Proposed Verdict Form

You, the jury, are to answer the following questions based on the evidence admitted at trial and according to the instructions the Court has given you. Start with Question No. 1 and proceed through the questions following the directions included in this Verdict Form. In the following questions, the term “IAM” means plaintiff Independent Asset Management, LLC. The term “Zanger” means defendant Daniel Zanger.

Question No. 1:

A. Has IAM proven by a preponderance of the evidence that Zanger's conduct meets every element of a breach of contract claim? Answer "yes" or "no."

Yes _____ (for IAM)

No _____ (for Zanger)

B. If your answer to Question No. 1(A) is "yes", identify the clauses in the contract that were breached:

Question No. 2:

A. Has IAM proven by a preponderance of the evidence that Zanger's conduct meets every element of a breach of fiduciary duty claim? Answer "yes" or "no."

Yes _____ (for IAM)

No _____ (for Zanger)

B. If your answer to Question No. 2(A) is "yes", identify the basis establishing that Zanger had a fiduciary duty to IAM and that he breached a fiduciary duty to IAM:

Question No. 3:

A. Has Zanger proven by a preponderance of the evidence that IAM's conduct meets every element of a breach of contract claim? Answer "yes" or "no."

Yes _____ (for Zanger)

No _____ (for IAM)

B. If your answer to Question No. 3(A) is "yes", identify the clauses in the contract that were breached:

Question No. 4:

A. Has IAM proven by a preponderance of the evidence damages for any breach of contract by Zanger? Answer “yes” or “no”.

Yes _____ (for IAM)

No _____ (for Zanger)

B. If your answer to Question No. 4(A) is “yes”, state the amount of damages in the form of a reasonable amount IAM has proven:

\$ _____

C. If your answer to Question 4(A) is “yes”, please state the basis for the damages awarded (specifying what each dollar amount is based upon)

Question No. 5:

A. Has IAM proven by a preponderance of the evidence damages for any breach of fiduciary duty by Zanger? Answer “yes” or “no”.

Yes _____ (for IAM)

No _____ (for Zanger)

B. If your answer to Question No. 5(A) is “yes”, state the amount of damages in the form of a reasonable amount IAM has proven:

\$ _____

C. If your answer to Question 5(A) is “yes”, please state the basis for the damages awarded (specifying what each dollar amount is based upon)

Question No. 6:

A. Has Zanger proven by a preponderance of the evidence damages for any breach of contract duty by IAM? Answer “yes” or “no”.

Yes _____ (for IAM)

No _____ (for Zanger)

B. If your answer to Question No. 6(A) is “yes”, state the amount of damages in the form of a reasonable amount IAM has proven:

\$ _____

C. If your answer to Question 6(A) is “yes”, please state the basis for the damages awarded (specifying what each dollar amount is based upon)
